

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

May 26, 2006

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A 2-YEAR CONTRACT WITH THE ZOOLOGICAL SOCIETY OF SAN DIEGO TO PROVIDE SERVICES TO OPERATE THE ENDANGERED BIRD CAPTIVE PROPAGATION FACILITY ON MAUI, THE MAUI BIRD CONSERVATION CENTER, AND TO PROVIDE EXPERT AVICULTURAL SERVICES TO CONDUCT RELATED FOREST BIRD PROPAGATION PROJECTS AT THE KEAUHOU BIRD CONSERVATION CENTER ON THE ISLAND OF HAWAII AND THROUGHOUT THE STATE

This Board Submittal approves continuing a contractual relationship for operation of the Captive Propagation Program with the Zoological Society of San Diego for an additional two years and authorizes the Chairperson to enter into a contract for these services, subject to the necessary procurement approvals.

BACKGROUND: In 1996, the Division approached the Board to obtain permission to outsource aspects of the State's Captive Propagation Program. This was viewed as advantageous, as it enabled the hiring of expert personnel to operate the program who offered a better level of services at less cost as well as efficiencies in the day-to-day operation of the program. It also allowed DOFAW to focus its limited resources on management and restoration of habitat on the 800,000 acres of state lands that the Division manages, and on other essential recovery actions for endangered species. The US Fish and Wildlife Service, a key Partner in our endangered bird recovery efforts, had recently entered into a contract with The Peregrine Fund, Inc. (TPF) to operate a newly developed captive propagation facility on the island of Hawaii. This presented the opportunity to consolidate both facilities under one manager – thus integrating

ITEM C-1

6. May 14, 2004. The Board approved a 2-year contract with ZSSD to provide services to operate the endangered bird captive propagation facilities on Maui and the island of Hawaii and conduct related forest bird propagation projects throughout the State. The purchase of these services was approved as an Exempt Purchase by the Chief Procurement Officer on 6/16/04 (Exempt Purchase Approval No. 02-55-J).

CONTRACT PROVISIONS

The proposed contract will provide \$712,000 of federal funds (\$377,000 in FY07 and \$335,000 in FY08) to the Zoological Society of San Diego, to provide services to operate the State-leased captive propagation facilities on Maui, and to provide expert avicultural services to conduct related forest bird propagation projects at the Keauhou Bird Conservation Center, Volcano and throughout the State (Attachment A). This contract will be effective for the period July 1, 2006 to June 30, 2008. The \$712,000 is composed entirely of Federal funding provided to the state through a grant from the U.S. Fish and Wildlife Service. The Zoological Society of San Diego will provide \$237,333 of private funds or in-kind services to meet the State matching requirement for these Federal funds. Entering into the contract and continuing the contract for Year 2 (FY08) will be contingent on continued receipt of Federal grants and availability of Federal funds for this project.

The major activities planned for the program will be to continue to develop and implement successful captive propagation and reintroduction programs for 'Alalā, Puaiohi, Nēnē, Maui Parrotbill, and Palila, as outlined in the Five Year Workplan 2004-2009. The Zoological Society of San Diego will provide personnel, goods and services to operate and maintain the Maui facilities as an integrated program with the Hawai'i facilities; provide care and breeding of captive endangered birds; assist in collection and release of forest birds; administer the program; and provide annual progress and financial reports by November 15, 2007 and 2008. The scope of work implements the next two years of the jointly developed captive propagation work plan. The 2004-2009 Work Plan is posted on the DLNR web site for public information. The plan will be revised and updated in late 2006 by the interagency captive propagation working group and released for public input.

Upon approval by the Board, the Division will process a procurement exemption request for the purchase of these services from The Zoological Society of San Diego, negotiate the terms and conditions of the contract based on the parameters discussed above, submit the contract for review and approval as to form by the Attorney General, and process the document for signature by the Chairperson.



STATE OF HAWAII
CONTRACT FOR GOODS AND SERVICES
 (IN THE FOLLOWING CATEGORIES: EXEMPT; SMALL PURCHASE;
 SOLE SOURCE; OR EMERGENCY)

This Contract, executed on the respective dates indicated below, is effective as of
July 1, 2006, between Board of Land and Natural Resources,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Chairperson,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1151 Punchbowl Street, Room 130, Honolulu, Hawaii 96813
and Zoological Society of San Diego
 ("CONTRACTOR"), a Non-profit Corporation,
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of California, whose business address and federal
 and state taxpayer identification numbers are as follows: P.O. Box 120551, San Diego, California
92112-0551; FEIN# 95-164-8219; Hawaii General Excise ID # 30117317

RECITALS

A. The STATE is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both, as the case may be.

B. This Contract is for (check one box):

☒ (1) A procurement expenditure of public funds for goods or services, or both, that is otherwise exempt from public bidding as set forth in section 103D-102, Hawaii Revised Statutes ("HRS"), and chapter 3-120, Hawaii Administrative Rules ("HAR"); or

☐ (2) A small purchase procurement of goods or services, or both, as set forth in section 103D-305, HRS, and subchapter 8, chapter 3-122, HAR; or

☐ (3) A sole source procurement of goods or services, or both, as set forth in section 103D-306, HRS, and subchapter 9, chapter 3-122, HAR; or

☐ (4) An emergency procurement of goods or services, or both, as set forth in section 103D-307, HRS, and subchapter 10, chapter 3-122, HAR.

C. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)

or (2) U.S. Fish and Wildlife ESA Section 6 Program (16 U.S.C. 1531-1543) (S-204)
(Identify federal sources)

or both, in the following amounts: State \$ 0.00
 Federal \$ 744,000.00

D. Pursuant to HRS 171-6, the STATE
(Legal authority to enter into this Contract)

is authorized to enter into this Contract.

E. The agency's Chief Procurement Officer is Aaron Fujioka
 who ☒ has approved this procurement or ☐ is not required to approve this procurement.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in Attachment-S1, which is made a part of this Contract.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

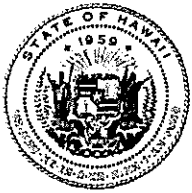
(Notary Seal)

(Signature)

(Print Name)

Notary Public, State of _____ California

My commission expires: _____



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Zoological Society of San Diego, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

CONTRACTOR

By _____

(Signature)

Print Name _____

Print Title _____

Name of Contractor Zoological Society of San Diego

Date _____

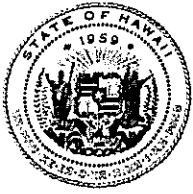
* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).



STATE OF HAWAII

SCOPE OF SERVICES

- l) Provide an annual progress and financial report for fiscal year 2007 on or before November 15, 2007 and for fiscal year 2008 on or before November 15, 2008.
- m) In partnership with the Division of Forestry and Wildlife and the U.S. Fish and Wildlife Service, jointly review and update the program's Five Year Workplan for 2004-2009, incorporating input from advisory groups and the public.
- n) Establish, coordinate, and maintain a Veterinary Advisory Consortium consisting of ZSSD, State, Federal and facility veterinarians to provide veterinary care of the captive flock. The ZSSD Veterinary Consortium Coordinator and Program Director(s) will advise the Partnership on veterinary and disease issues.
- o) Allocate approximately \$60,000 toward the construction of Alala aviaries at KBCC in collaboration with FWS, provided that FWS funds are available for such collaboration, and subject to continued recommendations of the Partnership Five-year Workplan.
- p) **TIME SCHEDULE:** The term of contract for providing services under this agreement shall be July 1, 2006 to June 30, 2008. An annual financial report and report of activities for each fiscal year is required to be submitted on or before November 15, 2007 for fiscal year 2007, and on or before November 15, 2008 for fiscal year 2008.
- q) **TIME EXTENSION:** Upon the written request and for good cause, an extension to the completion date of this agreement may be proposed by either Party and shall become effective upon written approval by the other party.



STATE OF HAWAII
TIME OF PERFORMANCE

The time of performance for the specified contract with the Zoological Society of San Diego is July 1, 2006 to June 30, 2008.